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August 12, 2022

Via NYSCEF

Magistrate Judge Sarah Netburn
United States District Court
Southern District of New York
Thurgood Marshall Courthouse
40 Foley Square, Room 430
New York, NY 10007

Re: *Norris v. Goldner, et al.*;
Case No. 19-cv-05491-AJN-SN

Dear Judge Netburn:

We represent Plaintiff Alexander Norris in the above-referenced matter, and we write seeking a conference preventing the Defendants' unauthorized use of information that Norris provided to Defendants during settlement negotiations.

This is an action brought by plaintiff Alexander Norris to, *inter alia*, rescind the contract between himself and Defendants. Norris alleges that Defendants refused to accept delivery of the game files and failed to make any payments in return for Norris's illustrations..

The parties engaged in settlement discussions for several months, attending multiple settlement conferences, the most recent of which occurred on July 6, 2022, before Your Honor. During that conference, Defendants inquired as to how long it would take for Norris to provide the final game files, with Norris agreeing to provide the files to the Defendants within a week from that conference, which the Defendants could use *only if* the parties entered into a settlement agreement.

One week after that conference on July 13, and pursuant to the parties' settlement discussion, I provided Defendants with the game files, and to avoid all doubt, I referenced delivery of those files in the concurrently-provided proposed settlement agreement. Thereafter, the parties' settlement discussions collapsed. *Doc. No. 91*.

On Wednesday, August 10, Defendants' counsel Ryan Dolan wrote to me that they would be providing Norris with "payment" for the files provided on July 13, and providing old wiring information for Norris, with the note that payment would be made to that account "unless otherwise instructed."



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I wrote back to Mr. Dolan informing him that under no circumstance would payment be accepted, nor was Mr. Dolan or his clients permitted to use those files – which had only been provided pursuant to settlement negotiations – for any purpose, and to either destroy or return all copies and confirm that his clients would not use them, by the end of business on August 11. As of the filing of this letter, Mr. Dolan has not provided that confirmation.

It is simply beyond the pale that Defendants would attempt to commercialize information provided in good faith, during settlement negotiations. I respectfully request a conference at Your Honor's earliest convenience to discuss this matter, and an order requiring Defendants to return all copies of the files provided, to destroy any copies, and to confirm that they will not use, in any manner, the files provided.

Respectfully submitted,

/s/ Francelina M. Perdomo

Francelina M. Perdomo

CC: All Counsel, via ECF